



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 17, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 April 17, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AGREEMENT RELATED TO THE SUBSTITUTION OF SECURITY FOR
SUBDIVISION IMPROVEMENT-GOVERNMENT CODE
SECTION 66499(a)(4) LIEN FOR TRACT NO. 50787
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is for the County of Los Angeles to execute an agreement with Lamar Scott Development LLC to substitute a lien upon certain real property in the County of Los Angeles, commonly known as Tract No. 50787, in place of existing subdivision improvement securities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that it would not be in the public's best interest to require the installation of the required subdivision improvements on Tract No. 50787 within the next two years.
2. Authorize the Director of Public Works or her designee to execute an Agreement with Lamar Scott Development LLC related to the substitution of security for Lamar Scott Development LLC subdivision improvement obligations and to accept a lien upon Tract No. 50787 in place of the existing subdivision improvement security.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Director of Public Works or her designee to enter into the enclosed Substitution of Security for Subdivision Improvements Agreement (Security Agreement) with Lamar Scott Development LLC (LSD), which provides for the substitution of a lien on the property in place of the existing Letter of Credit as security for the completion of subdivision

improvements as required by the Multiple Agreement. The amount of the proposed lien is \$372,000, and the estimated value of the property is \$1,400,000.

In light of the current depressed conditions of the real estate market in the County of Los Angeles (County) and the anticipated lack of public interest in purchasing the homes to be built on the property, it is not expected that there will be any residents/occupants in the subdivision for the foreseeable future. In addition, LSD will process with the County a covenant and agreement to hold the subdivided lots as one parcel (covenant) thus preventing LSD from selling the lots individually. This will eliminate the need for the required subdivision improvements until such time in the future when economic conditions so warrant.

The Security Agreement provides that if owner elects at any time, in its sole discretion, to move forward with the completion of subdivision improvements on the property owner shall post with the County replacement bonds in conformance with the approved plans and specifications, bond estimates, and subdivision improvement agreements to guarantee the completion of the subdivision improvements for the subdivision project at which time the County lien and covenant will be released against the property.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3) by providing enhanced services to all customers in land development and building permitting functions while protecting the interests of County residents in communities where developments occur.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund as a result of the execution of the Agreement and accepting of the lien by the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code Section 66499(a)(4) authorizes the County to accept a lien upon the property to be divided as security for a developer's subdivision improvement obligations if the County finds that it would not be in the public's best interest to require the installation of the improvements within the next two years.

The enclosed replacement Security Agreement and lien have been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not classified as a project pursuant to the California Environmental Quality Act (CEQA) since there are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA guidelines. The proposed actions are administrative activities of government, which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No adverse impact.

CONCLUSION

Please return one copy of the adopted letter to the Department of Public Works, Land Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:AEN:tb

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

RECORDING REQUESTED BY
County of Los Angeles
Department of Public Works

AND WHEN RECORDED MAIL TO:
Department of Public Works
Land Development Division
Subdivision Management Section
P.O. Box 1460
Alhambra, CA 91802-1460
Attention Amir Ibrahim

(SPACE ABOVE FOR RECORDER'S USE)

**AGREEMENT RELATED TO THE SUBSTITUTION OF SECURITY FOR SUBDIVISION
IMPROVEMENTS**

**THIS AGREEMENT RELATED TO THE SUBSTITUTION OF SECURITY FOR
SUBDIVISION IMPROVEMENTS (AGREEMENT)** is made and entered into as of this
_____ day of 201~~2~~ (Effective Date) by and between Lamar Scott
Development, LLC, a Florida limited liability company (hereinafter referred to as
LSD), and the County of Los Angeles, a political subdivision of the State of California
(hereinafter referred to as COUNTY), acting by and through the Director of Public Works,
and is made with reference to the facts set forth below. LSD and COUNTY whenever
referenced collectively shall hereinafter be referred to as PARTIES and whenever
referenced individually shall hereinafter be referred to as a PARTY. This AGREEMENT is
made with reference to the following recitals:

RECITALS

WHEREAS, LSD is the owner of certain real property in the County of
Los Angeles more particularly described in **Exhibit A**, which is attached hereto and
incorporated herein (hereinafter referred to as Tract No. 50787); and

WHEREAS, upon LSD purchasing Tract No. 50787 from a third party who had
subdivided Tract No. 50787 into six (6) parcels, LSD entered into a certain subdivision
improvement agreement, more specifically, County of Los Angeles Department of
Public Works Default Judgment Agreement dated October 30, 2003, regarding
Tract No. 50787 (hereinafter referred to as IMPROVEMENT AGREEMENT), which
requires LSD, among other things, to complete certain subdivision improvements in
connection with the development of Tract No. 50787; and

WHEREAS, LSD has provided a Standby Letter of Credit to COUNTY, as more
particularly described in Exhibit B, as security to guarantee LSD's performance of
IMPROVEMENT AGREEMENT; and

WHEREAS, LSD intends to develop Tract No. 50787 with six (6) luxury homes in a private gated community; however, there is not a viable market for new luxury homes at the present time in the area where Tract No. 50787 is located, and LSD has no plans to build any luxury homes on Tract No. 50787 within the next two to four years. Accordingly, it would not be in the public interest to require the construction or installation of public improvements to serve such homes within the next two to four years; and

WHEREAS, the Subdivision Map Act, Government Code Section 66499(a)(4), authorizes COUNTY to accept a lien upon Tract No. 50787 as security to guarantee the performance of IMPROVEMENT AGREEMENT under the circumstances referenced above.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this AGREEMENT, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PARTIES agree as follows:

AGREEMENT

1. LSD shall execute and deliver to COUNTY a lien, in the amount of Three Hundred Seventy-two Thousand and 00/100 Dollars (\$372,000.00), substantially in the form of **Exhibit C**, attached hereto and incorporated herein, upon Tract No. 50787 (hereinafter referred to as COUNTY LIEN), and COUNTY shall accept and promptly record COUNTY LIEN.
2. LSD shall execute and deliver to COUNTY a Covenant and Agreement to Hold Property As One Parcel, substantially in the form of Exhibit D, attached hereto and incorporated herein by reference (hereinafter referred to as COVENANT), and COUNTY shall promptly record COVENANT.
3. Not later than thirty (30) days after the recordation of COUNTY LIEN and COVENANT, COUNTY shall execute and deliver to LSD a written release of the Standby Letter of Credit described on **Exhibit B** hereto and provide a copy of such written release to U.S. Bank, National Association.
4. The period for completion of the improvements identified in the "First Section" of IMPROVEMENT AGREEMENT is hereby extended to January 31, 2016.
5. If LSD elects at any time, at its sole discretion, to move forward with the completion of the subdivision improvements identified in IMPROVEMENT AGREEMENT, or any of them, LSD shall post with COUNTY replacement security in the form of bonds or any security authorized by Section 21.36.110 of the Los Angeles County Code, in amounts determined by COUNTY based on the approved plans, specifications and cost estimates as of the date LSD proposes to post the replacement security. Upon posting of any such replacement security to COUNTY'S satisfaction, COUNTY shall cause to be recorded a release of COUNTY LIEN in the amount of Three Hundred Seventy-two Thousand and 00/100 Dollars (\$372,000.00) and a release of COVENANT.

6. Except as provided in paragraph 5, above, LSD shall have the right, but not the obligation, to post with COUNTY replacement security in the form of bonds or any security authorized by Section 21.36.110 of the Los Angeles County Code, in amounts determined by COUNTY based on the approved plans, specifications, and cost estimates as of the date LSD proposes to post the replacement security. Upon posting of any such replacement security to COUNTY'S satisfaction, COUNTY shall cause to be recorded a release of COUNTY LIEN in the amount of Three Hundred Seventy-two Thousand and 00/100 Dollars (\$372,000.00) and a release of COVENANT.
7. **Notices.** All notices, demands, or requests in connection with this AGREEMENT may be personally delivered or sent by facsimile, recognized overnight delivery service, or United States mail, postage prepaid, to the persons set forth below, and shall be deemed received upon personal delivery, confirmation of facsimile transmission, one (1) day following deposit with an overnight delivery service, and two (2) days after deposit with the United States mail. All notices shall be addressed as follows or as PARTIES may from time to time specify in writing.

If to LSD:

Lamar Scott Development, LLC
Attention Derek L. Strong, Manager
8515 Falmouth Avenue, No. 424
Playa Del Rey, CA 90293
Telephone: (310) 821-2107

With a copy to:

Kenton S. Edelin, Esq., Manager
Lamar Scott Development, LLC
10950 Clara Barton Drive
Fairfax Station, VA 22039
Telephone: (703) 250-2006
Fax: (703) 250-2009

If to COUNTY:

County of Los Angeles
Department of Public Works
Attention Land Development Division,
Subdivision Management Section
900 South Fremont Avenue
Alhambra, CA 91803
Fax: (626) 458-4949
Telephone: (626) 458-4915

8. **Miscellaneous:**

- 8.1 **Counterparts.** This AGREEMENT may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 8.2 **Covenants Running With the Land.** Each of LSD'S obligations contained in this AGREEMENT shall constitute a covenant running with the land, which covenant touches and concerns the land, and each such obligation shall run in favor of COUNTY and shall be binding on LSD and its successors and assigns.
- 8.3 **Execution of Other Documents.** PARTIES hereto agree that each PARTY (at no cost, liability, or expense to such PARTY) will cooperate with the other and will execute and deliver, or cause to be delivered, all such other reasonable instruments and will take all such other reasonable actions, as any PARTY hereto reasonably requests, from time to time in order to effectuate the provisions and purposes hereof.
- 8.4 **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this AGREEMENT shall become illegal, null, or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining portions of this AGREEMENT shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
- 8.5 **Entire Agreement.** This AGREEMENT constitutes the entire agreement and understanding between PARTIES concerning the subject matter of this AGREEMENT and supersedes all prior agreements, terms, understandings, conditions, representations, and warranties, whether written or oral, made by and between PARTIES concerning the matters, which are the subject of this AGREEMENT.
- 8.6 **Recitals.** The recitals set forth above are incorporated herein by this reference.
- 8.7 **Amendment.** No amendment, modification, termination, or waiver of any provision of this AGREEMENT shall be effective unless executed in writing by PARTIES and then only for the specific purpose stated in such amending document.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the Effective Date first above written. In the event a date is not inserted as the Effective Date, then the latest date entered by a PARTY to this AGREEMENT shall be the Effective Date.

COUNTY OF LOS ANGELES

BY: _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

BY: John F. Krattli
County Counsel

Lamar Scott Development, LLC
A Florida Limited Liability Corporation

By: Derek Strong

Name: DEREK STRONG

Title: MANAGER

Date: 3/6/12

By: _____

Name: _____

Title: _____

Dated: _____

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the Effective Date first above written. In the event a date is not inserted as the Effective Date, then the latest date entered by a PARTY to this AGREEMENT shall be the Effective Date.

COUNTY OF LOS ANGELES

BY: _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

BY: _____
County Counsel

Lamar Scott Development, LLC
A Florida Limited Liability Corporation

By: _____

Name: _____

Title: _____

Date: _____

By: Kenton S. Edelin

Name: KENTON S. EDELIN

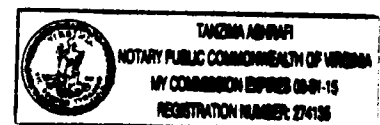
Title: MANAGER

Dated: 3/7/12

[Signature]



3/7/2012



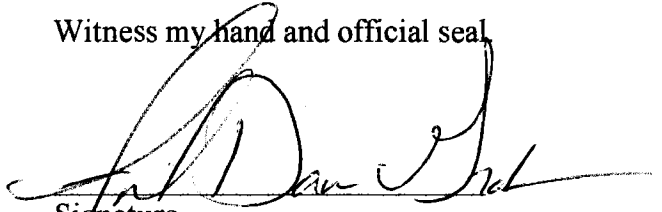
Acknowledgement:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On March 6, 2012 before me, April Dawn Graham, Notary Public, personally appeared Derek Lamar Strong, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal


Signature

(Seal)



EXHIBIT "A"

Lots 1 through 6 inclusive of Tract No. 50787, in the County of Los Angeles, State of California, as per map recorded in Book 1277 page(s) 41 through 45 of maps, in the office of the County Recorder of said county.

Assessor's Parcel Nos.: 8448-032-206 (Lot 1), 8448-032-207 (Lot 2), 8448-032-208 (Lot 3), 8448-032-209 (Lot 4), 8448-032-210 (Lot 5), and 8448-032-211 (Lot 6).

EXHIBIT "B"

Standby Letter of Credit with U.S. Bank National Association - SLCPDX02179 in the amount of Three Hundred Seventy-Two Thousand and 00/100 U.S. Dollars (U.S. \$372,000).

EXHIBIT "C"

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

(SPACE ABOVE FOR RECORDER'S USE)

GOVERNMENT CODE §66499(a)(4) LIEN

WHEREAS, Lamar Scott Development, LLC, a Florida limited liability company (hereinafter referred to as LSD), is the owner of certain real property in the County of Los Angeles known as Tract No. 50787 and more particularly described in **Exhibit 1**, which is attached hereto and incorporated herein (hereinafter referred to as Tract No. 50787); and

WHEREAS, the County of Los Angeles (hereinafter referred to as COUNTY) and LSD have entered into a certain subdivision improvement agreement, more specifically, County of Los Angeles Department of Public Works Default Judgment Agreement, dated October 30, 2003, regarding Tract No. 50787 (hereinafter referred to as IMPROVEMENT AGREEMENT), which requires LSD to install and complete certain designated subdivision improvements in connection with the development of Tract No. 50787; and

WHEREAS, LSD has provided a Standby Letter of Credit to COUNTY, as more particularly described in Exhibit 2, as security to guarantee LSD'S performance of IMPROVEMENT AGREEMENT; and

WHEREAS, the amount of the Standby Letter of Credit is Three Hundred Seventy-two Thousand and 00/100 Dollars (\$372,000.00); and

WHEREAS, COUNTY and LSD have entered into an "Agreement Related to the Substitution Of Security For Subdivision Improvements," the terms of which are incorporated herein, pursuant to which LSD has agreed to provide, and COUNTY has agreed to accept, a lien upon Tract No. 50787 as security for LSD'S performance of IMPROVEMENT AGREEMENT, in place of the previously posted Standby Letter of Credit.

NOW, THEREFORE, LSD hereby grants to COUNTY a lien upon Tract No. 50787 in the amount of Three Hundred Seventy-two Thousand and 00/100 Dollars (\$372,000.00) to guarantee the performance of the IMPROVEMENT AGREEMENT.

//
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IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the Effective Date first above written. In the event a date is not inserted as the Effective Date, then the latest date entered by a PARTY to this AGREEMENT shall be the Effective Date.

COUNTY OF LOS ANGELES

BY: _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

BY: FOR F.E.L.
Deputy

Lamar Scott Development, LLC
A Florida Limited Liability Corporation

By: DEREK STRONG
Name: DEREK STRONG
Title: MANAGER
Date: 3/6/12

By: _____

Name: _____

Title: _____

Dated: _____

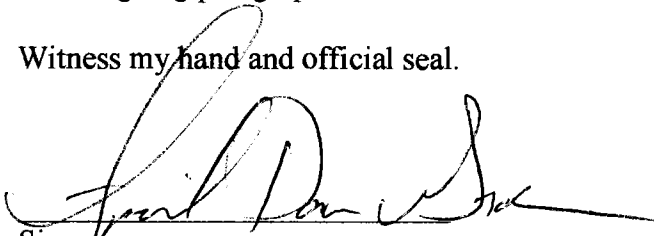
Acknowledgement:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

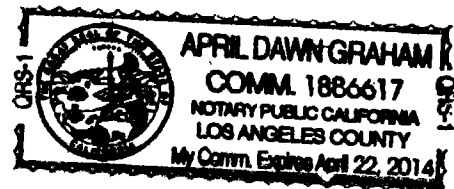
On March 6, 2012 before me, April Dawn Graham, Notary Public, personally appeared Derek Lamar Strong, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.


Signature

(Seal)



IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the Effective Date first above written. In the event a date is not inserted as the Effective Date, then the latest date entered by a PARTY to this AGREEMENT shall be the Effective Date.

COUNTY OF LOS ANGELES

BY: _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

BY: _____
Deputy

Lamar Scott Development, LLC
A Florida Limited Liability Corporation

By: _____

Name: _____

Title: _____

Date: _____

By: Kenton S. Edelin

Name: KENTON S. EDELIN

Title: MANAGER

Dated: 3/7/12

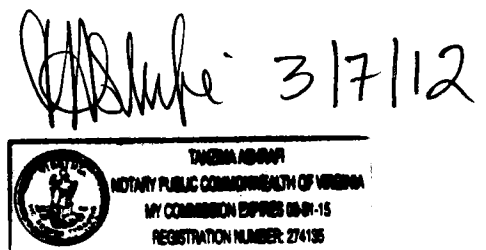


Exhibit 1

Lots 1 through 6 inclusive of Tract No. 50787, in the County of Los Angeles, State of California, as per map recorded in Book 1277 page(s) 41 through 45 of maps, in the office of the County Recorder of said county.

Assessor's Parcel Nos.: 8448-032-206 (Lot 1), 8448-032-207 (Lot 2), 8448-032-208 (Lot 3), 8448-032-209 (Lot 4), 8448-032-210 (Lot 5), and 8448-032-211 (Lot 6).

Exhibit 2

Standby Letter of Credit with U.S. Bank National Association—SLCPPDX02179 in the amount of Three Hundred Seventy-Two Thousand and 00/100 U.S. Dollars (U.S. \$372,000.00).

EXHIBIT "D"

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Land Development Division
P.O. Box 1460
Alhambra, CA 91802-1460

(SPACE ABOVE FOR RECORDER'S USE)

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

Lamar Scott Development, LLC, a Florida limited liability company (hereinafter referred to as LSD) hereby represents and warrants that it is the owner of the real property located in the County of Los Angeles, State of California, particularly described in Exhibit 1, attached hereto and incorporated herein (hereinafter referred to as Tract No. 50787).

LSD hereby agrees and covenants with the County of Los Angeles (COUNTY) that Tract No. 50787 shall be held as one parcel and no portion shall be sold separately while this Covenant and Agreement is in effect, even though Tract No. 50787 shall, at all times, continue to consist of six legally recorded lots with the following Assessor's Parcel Numbers: 8448-032-206 (Lot 1), 8448-032-207 (Lot 2), 8448-032-208 (Lot 3), 8448-032-209 (Lot 4), 8448-032-210 (Lot 5), and 8448-032-211 (lot 6).

LSD understands and acknowledges that COUNTY will rely on this Covenant and Agreement in connection with COUNTY'S release of certain subdivision improvement security related to the development of Tract No. 50787, as more particularly described in the "Agreement Related to the Substitution of Security for Subdivision Improvements," between LSD and the COUNTY, dated _____.

This Covenant and Agreement shall run with all of the above-described land and shall be binding upon LSD, future owners, encumbrances, their successors, heirs, or assignees and shall continue in effect until released by the of the Director of Public Works of the County of Los Angeles (Director) upon either: (1) the submittal of a request and applicable fees to the Director, and the Director's determination that the Covenant and Agreement is no longer required; or (2) the posting with the Director a replacement security in the form of bonds or any security authorized by Section 21.36.110 of the Los Angeles County Code, in amounts specified by the Director.

Lamar Scott Development, LLC
A Florida Limited Liability Corporation

By: _____

Name: _____

Title: _____

Date: _____

By: Kenton S. Edlin

Name: KENTON S. EDELIN

Title: MANAGER

Dated: 3/7/12

[Signature] 3/7/12



Lamar Scott Development, LLC
A Florida Limited Liability Corporation

By: 

Name: DEREK STRONG

Title: MANAGER

Date: 3/6/12

By: _____

Name: _____

Title: _____

Dated: _____

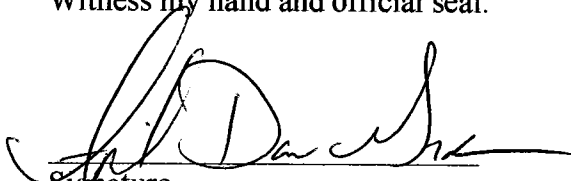
Acknowledgement:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On March 6, 2012 before me, April Dawn Graham, Notary Public, personally appeared Derek Lamar Strong, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.


Signature

(Seal)



EXHIBIT 1

Legal Description

Lots 1 through 6 inclusive of Tract No. 50787, in the County of Los Angeles, State of California, as per map recorded in Book 1277 page(s) 41 through 45 of maps, in the office of the County Recorder of said county.

Assessor's Parcel Nos.: 8448-032-206 (Lot 1), 8448-032-207 (Lot 2), 8448-032-208 (Lot 3), 8448-032-209 (Lot 4), 8448-032-210 (Lot 5), and 8448-032-211 (Lot 6).

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
DEFAULT JUDGMENT AGREEMENT

THIS AGREEMENT, made and entered into this October day
of 30, 2003, by and between the COUNTY OF LOS ANGELES,
State of California, acting by and through the Director of Public Works, hereinafter called
the COUNTY, and LAMAR SCOTT DEVELOPMENT, LLC
(Name)

2425 Christammy Court
Orlando, FL 32835
(Address)

hereinafter called the SUBDIVIDER, who is successor in interest to DANIEL J. METRIZ
AND SALLY A. LOPEZ, 20717 COVINA HILLS ROAD, COVINA CA 91724
hereinafter called PREVIOUS SUBDIVIDER.

RECITALS:

(a) On MARCH 5, 2003, PREVIOUS SUBDIVIDER entered into an
agreement(s) dated MARCH 5, 2003, to perform certain work, as described
therein, in Tract/Parcel Map No. 50787 within 54 months.

(b) PREVIOUS SUBDIVIDER has heretofore provided improvement security to
insure performance under said previous agreement(s).

(c) PREVIOUS SUBDIVIDER has failed to fully perform said work.

(d) SUBDIVIDER desires to negotiate a new agreement and improvement
security to cover the remaining work to be done in said division of land.

(e) SUBDIVIDER is willing to agree that if he/she fails to satisfactorily perform
under this agreement within the time specified herein, that he/she will consent to the entry of
a default judgment against him/her and in favor of COUNTY for the estimated costs to
COUNTY of completing the work then remaining to be done under this agreement.

(f) COUNTY is willing to cancel said previous agreement(s) and release said
previous improvement security in consideration of SUBDIVIDER'S entering into a new

[] A 5-foot MASONRY WALL per Public Works' standards at the rear and/or side of lots/parcels _____

_____ (inclusive) adjacent to _____

_____ The estimated cost of this work is the sum of _____

_____ dollars (\$ _____)

[] SANITARY SEWERS and appurtenances thereto, under Private Contract No. _____, in streets and/or rights of ways. In addition, SUBDIVIDER hereby offers said improvements for dedication. The estimated cost of this work is the sum of _____

_____ dollars (\$ _____)

[] CORRECTIVE GEOLOGIC IMPROVEMENTS. Said work shall be done under the provisions of Title 26 of the Los Angeles County Code. The estimated cost of this work is the sum of _____

_____ dollars (\$ _____)

[] DRAINAGE FACILITIES and appurtenances thereto. The estimated cost of this work is the sum of _____

_____ dollars (\$ _____)

[] STORM DRAINS and appurtenances thereto under Private Drain No., _____ in streets and/or rights of way. In addition, SUBDIVIDER hereby offers said improvements for dedication. The estimated cost of this work is the sum of _____

_____ dollars (\$ _____)

The above-mentioned improvement(s) to be constructed within and without the boundaries of said land division according to plans and/or applicable standards on file in the office of the Director of Public Works and/or other County officials as applicable and hereby made a part of this contract as fully as though set forth herein. That said work shall be done under the inspection of, and to the satisfaction of, the Director of Public Works and/or other County official as applicable, and shall not be deemed completed until approved and accepted as completed by the COUNTY. Said acceptance of the improvement shall also constitute acceptance of any offer of dedication contained herein.

SECOND: That the COUNTY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss, or damage happening or occurring to the work specified in this agreement prior to the completion, approval, and/or acceptance of same; nor shall the COUNTY, nor any officer or employee thereof, be liable for any reasons or property injured by reason of the nature of said work or by reason of the acts or omissions of the SUBDIVIDER, his agents or employees, in performance of said work. All of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to indemnify, defend and save harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the SUBDIVIDER'S operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this agreement, or arising out of the use of any patent or patented article in the construction of said work.

THIRD: The SUBDIVIDER hereby grants to the COUNTY, the Surety upon any Bond, the financial institution of any improvement security, and to the agents, employees, and contractor of them the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvement. This permission shall terminate in the event that the SUBDIVIDER, financial institution, or the Surety has completed the work within the time specified or any extension thereof granted by the Director of Public Works.

FOURTH: It is further agreed that the SUBDIVIDER will at all times from the approval of said land division to the completion and acceptance of said work or improvement by the COUNTY, give good and adequate warning of each and every dangerous condition caused by the construction of said improvements and will protect the traveling public therefrom.

FIFTH: It is further agreed that the SUBDIVIDER shall have such control of the ground/area reserved for the installation of such work, and the streets in which they are to be placed, as is necessary to allow them to carry out this agreement.

SIXTH: The SUBDIVIDER hereby agrees to pay for the inspection of such work and improvements as may be required by the Director of Public Works and/or other County official.

SEVENTH: The SUBDIVIDER shall give notice to the Director of Public Works at least 24 hours before beginning any work and shall furnish said Director of Public Works all reasonable facilities for obtaining full information respecting the progress and manner of work.

EIGHTH: The SUBDIVIDER agrees to grant to the COUNTY such easements as are necessary for the upkeep and maintenance by the COUNTY of the improvements agreed to be constructed herein.

FOURTEENTH: In case suit is brought upon this contract, the SUBDIVIDER hereby agrees to pay to the COUNTY a reasonable attorney's fee to be fixed by the Court.

FIFTEENTH: It is further agreed by and between the parties hereto, including the Surety or Sureties, on any Bond attached to this contract or the financial institution guaranteeing the improvement security, that in the event it is deemed necessary by the COUNTY to extend the time of completion of the work contemplated to be done under this contract, said extension may be granted by the Director of Public Works either at his own option or upon request of the SUBDIVIDER, and shall in no way affect the validity of this contract or release the Surety or Sureties on any Bond attached hereto or the financial institution guaranteeing the improvement security. SUBDIVIDER further agrees to maintain said improvement security and payment security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

SIXTEENTH: Before the SUBDIVIDER files the final sanitary sewer plans, under conditions approved by the Director of Public Works, the SUBDIVIDER may file preliminary sanitary sewer plans. Such preliminary plans, after approval by the Director of Public Works, may be submitted to meet the requirements for clearance of the final map. The SUBDIVIDER agrees to make such changes in the preliminary sanitary sewer plans as may be required by the Director of Public Works and to replace said preliminary plans with final sanitary sewer plans, approved by the Director of Public Works, before the SUBDIVIDER can apply for a construction/inspection permit.

SEVENTEENTH: It is further agreed by and between the parties hereto that this contract firmly binds the parties, their heirs, executors, administrators, successors, or assignees, jointly and severally.

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused it to be executed as of the day, month, and year first above written.

CLERK OF THE BOARD OF SUPERVISORS

By _____
Deputy

Approved as to form
COUNTY COUNSEL

By _____

(Seal)
Subdivider signatures must be acknowledged
before a notary public.
(Attach appropriate acknowledgments)

COUNTY OF LOS ANGELES
By DIRECTOR OF PUBLIC WORKS

By _____
Deputy

By *[Signature]*
Lamar Scott Development, LLC

By *[Signature]*
Lamar Scott Development, LLC

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LAND DEVELOPMENT DIVISION

DEPOSIT OF IMPROVEMENT SECURITY

Date 11/03/03

Tract/ ~~Parcel~~ Map No. 50787

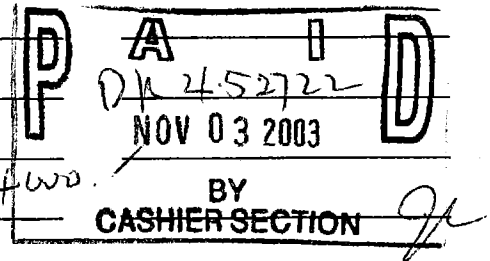
Depositor DEREK STRONG

Phone () _____

Address 8515 Falmouth Ave, #424 Playa Del Rey Zip 90293
CA

Deposit For : Faithful Performance Labor and Materials

Storm Drains / Drainage	(V09-7724)	_____	_____
Water System	(V09-7724)	_____	_____
Sanitary Sewer	(V09-7724)	_____	_____
Private Park Facilities	(V09-7724)	_____	_____
Fence / Wall	(V09-7724)	_____	_____
Geologic Improvements	(V09-7724)	_____	_____
Paving	(V09-7724)	_____	_____
Standpipe	(V09-7724)	_____	_____
Street Trees	(TF2-7769)	_____	_____
Road Improvements	(TF2-7704)	_____	_____
Road Inspections	(TF2-7704)	_____	_____
<u>Monuments</u>	(V09-7724)	<u>\$4000</u>	_____
Street Tree Inspection	(TF2-7704)	_____	_____
Pre-Final Plan Check For	(TF2-7704)	_____	_____



Total

\$4,000

Financial Institution _____

Address _____

Zip _____

C / D No. _____ Letter of Credit No. _____

Passbook No. _____

Cash Dr. No. DR 452722

Dated _____ Other _____

Original - File

Copy - Cashier / Accounting

Note: TF2 = Road Guarantee Fund

V09 = County Engineer Trust Fund